

EXHIBIT C

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July 30, 2020

VIA FEDEX AND EMAIL (ALCID51@YMAIL.COM)

Benjamin Alcid
910 Longbow Road
Mount Airy, MD 21771

Re: iLoveKickboxing.com – RIGHT TO CURE LETTER
YOU MUST CURE WITHIN 30 DAYS

Dear Mr. Alcid:

As you know, this firm represents iLoveKickboxing.com (“ILKB”). This letter shall serve as ILKB’s demand that you cure your various breaches of the operative franchise agreement between you and ILKB (“Franchise Agreement”) within 30 days of delivery of this letter.

Pursuant to Section 14.1(a) of the Franchise Agreement, you agreed to attempt to resolve any dispute “by first having [ILKB’s] executive officers and your Principal Equity Owners meet in person ... and conduct a good faith discussion and negotiation of the issues with a view toward a settlement.” To date, you have failed to satisfy this requirement of the Franchise Agreement and, therefore are in breach of the Franchise Agreement.

We also remind you that Section 14.1(b) of the Franchise Agreement requires you to mediate the dispute if you and ILKB are unable to resolve the dispute as set forth above. To date, you have failed to satisfy this requirement of the Franchise Agreement and, therefore, are in breach of the Franchise Agreement. The completion of these dispute resolution requirements are conditions precedent to any termination by the franchisee (*i.e.*, you). To be clear, until and unless you comply with the contractual dispute resolution provisions of the Franchise Agreement, any purported termination is ineffective, and the time for ILKB’s right to address any dispute or cure any purported default does not begin to run. The purpose of this requirement is to ensure all parties have done everything possible to make the franchise relationship work, as set forth in Section 14 of the Franchise Agreement.

Conversely, if you fail to satisfy your dispute resolution obligations within 30 days, you will be in breach of your Franchise Agreement, and will also be considered to failed to provide ILKB with a proper opportunity to cure any alleged breaches set forth in your termination letter to ILKB. To be clear, you will be in breach of the agreement, and ILKB will terminate you and enforce all of the post-termination obligations of the Franchise Agreement to your detriment.

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Again, should you continue to fail to comply with the terms of the Franchise Agreement, ILKB has directed this firm to pursue all legal remedies in response to any material breach of the Franchise Agreement, including but not limited to:

1. Enforcement of the 18-month, 25-mile non-competition restrictions set forth in Section 11.2 of the Franchise Agreement by way of a federal lawsuit and pursuit of a Temporary Restraining Order, Preliminary Injunction, and permanent injunctive relief against you;
2. Seeking a full judgment of all past due and current amounts owing by you to ILKB;
3. Seeking liquidated damages equal to the amount of royalties paid by you, as calculated pursuant to Section 13.9 of the Franchise Agreement; and
4. Seeking all costs and attorneys' fees incurred in connection with enforcing ILKB's rights pursuant to Section 13.10 of the Franchise Agreement, which would be significant.

Furthermore, please be advised that you currently have an outstanding royalty balance, which in itself is a prior material breach of the Franchise Agreement. ILKB demands that you cure this further breach of the Agreement within 30 days. Your adherence to the Franchise Agreement and cooperation with ILKB and this firm are appreciated. Be guided accordingly.

Very truly yours,

GORDON REES SCULLY MANSUKHANI LLP



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